

THIS INTERAGENCY CONTRACT ("Contract") is entered into by and between the TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES ("DFPS" or "Department") AND THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON ("UT") pursuant to the Interagency Cooperation Act, Chapter 771, Texas Government Code.

The purpose of this Contract is to create resources to improve the Child Protective Services (CPS) Division and the Child Care Licensing (CCL) Division of DFPS (DFPS) access to medical professionals that have expertise in the diagnosis of child abuse or neglect. Access to such expertise is intended to support DFPS staff in making decisions relating to the presence/absence of child abuse/neglect during CPS and CCL investigations. The goals of the Contract are to provide:

- Statewide access to forensic medical consultation services to DFPS staff;
- Expert testimony regarding child abuse/neglect diagnoses in DFPS cases; and
- Ongoing statewide training on the medical aspects of abuse and neglect to DFPS staff and others identified by DFPS.

ARTICLE 1 – DEFINITIONS

As used herein, the following terms will have the meanings indicated:

- 1.1 Case Consultation** – The communication including verbal, written and/or electronic, between DFPS staff and FACN staff pertaining to a referral. This consultation results in a final written assessment submitted by the FACN to DFPS.
- 1.2 Expert Testimony** – Testimony in court or in an administrative hearing provided by deposition, telephone, teleconferencing, or in person by a Medical Expert regarding a FACN referral or assessment.
- 1.3 Forensic Medical Assessment** – The provision of medical services, which may include a history, physical examination, diagnostic testing and treatment, resulting in a determination of whether a physical injury or condition resulted from or was likely to have resulted from abuse or neglect of a child, including whether the injury was inflicted or accidental, the injury was or was not consistent with a given explanation, the condition is or is not developmentally appropriate, etc. Besides providing medical services, this assessment may also include a case consultation, written assessment, and expert testimony. DFPS is not responsible for any costs associated with the medical services provided.
- 1.4 Medical Expert** – A healthcare provider who meets the following criteria:
 - 1.4.1** Is independently licensed to diagnose and treat medical conditions in the State of Texas (e.g., nurse practitioner, physician or physician's assistant)

- 1.4.2 Is certified in pediatrics by a nationally recognized board;
 - 1.4.3 Has received additional training in child abuse and neglect, beyond general pediatric training;
 - 1.4.4 Regularly evaluates children for alleged abuse or neglect as part of his or her routine pediatric practice; and
 - 1.4.5 Is either board-certified in Child Abuse Pediatrics by the American Board of Pediatrics (a “CAP”), or is supervised by a CAP. Supervision constitutes, at minimum, shared participation or timely review of all cases involving serious bodily injury and/or hospitalization
- 1.5 **Regional Case Consultation** – A meeting comprised of FACN and Regional DFPS staff, in which FACN staff are available to informally discuss case scenarios. Any specific case(s) discussed at this meeting that results in a case consultation or written assessment and has not yet been referred to FACN prior to the meeting must result in an additional referral(s) to FACN.
- 1.6 **Referral** – A request made by DFPS of FACN, via the web-based system or the toll free number, to request a case consultation and written assessment of a child abuse or neglect case. The assessment is usually based on a review of available records. There are three types of referrals:
 - 1.6.1 **Routine Referral** – Any referral to FACN that is not an Emergency or Complex Referral.
 - 1.6.2 **Emergency Referral** – Referrals that are needed quickly, as determined by DFPS. Examples include but are not limited to: a child that has suffered serious physical injury; a child that is not expected to survive; a child that is in intensive care; a child that is in immediate risk of serious physical injury or sexual abuse; or a written assessment is needed to support the removal of a child from the home; and
 - 1.6.3 **Complex Referral** – Referrals that involve voluminous information. Examples of these cases include but are not limited to: a case involving multiple records spanning several months; or a case involving 3 or more children who have suffered serious injuries or prolonged neglect.
- 1.7 **Referral by Physician** - When a child is seen at a hospital or clinic by a FACN physician and the physician or his/her representative enters into the web-based system the request for a case consultation and written assessment of the child abuse or neglect case.
- 1.8 **Written Assessment** – The final product resulting from the FACN referral and case consultation; the provision of a medical expert opinion as to whether a physical injury or condition resulted from or was likely to have resulted from abuse or neglect of a child, including whether the injury was inflicted or accidental, the injury was or was not consistent with a given explanation, the condition is or is not developmentally appropriate, etc. .

ARTICLE 2 - SCOPE OF SERVICE

UT shall (1) provide Case Consultations and Written Assessments in response to referrals by DFPS; (2) provide Expert Testimony regarding a Forensic Medical Assessment as requested by DFPS; (3) develop and deliver training to DFPS staff; (4) maintain a peer review process for physicians; (5) submit monthly and quarterly reports; and (6) provide on-going operations, maintenance, and performance improvement of the FACN web-based system. These services include:

2.1 Case Consultations:

2.1.1 Methods of Referrals: UT shall provide case consultation services by the following methods:

- 2.1.1.1** Toll free telephone services that will be available 24 hours a day 7 days a week; and
- 2.1.1.2** A web-based system that will be available 24 hours a day 7 days a week. FACN is committed to providing 98% uptime for the year of service, excluding scheduled maintenance activities and the downtime caused by any issues related to problems with the hosting company or hosting facility that FACN cannot control.

2.1.2 Documentation Requirement: UT and DFPS staff shall utilize the FACN web-based system to document all FACN referrals. Any referrals made through the FACN toll free number or through an FACN hospital or clinic will be entered into the website within 24 hours by the DFPS caseworker assigned to the case. UT must provide:

- 2.1.2.1** A timely written assessment of the results of the case consultation via the FACN web-based system; and
- 2.1.2.2** An affidavit or other documentation to meet court or administrative hearing requirements, if requested by DFPS.

2.1.3 Requirements for a Referral by Physician. If a child is seen at one of the clinics or hospitals by a FACN physician and the case should be a FACN referral,

- 2.1.3.1** The FACN physician must report the abuse or neglect case to DFPS Statewide Intake, if the case is not already a DFPS case;
- 2.1.3.2** The FACN physician or his/her representative must ensure a FACN referral is entered into the system; and
- 2.1.3.3** The FACN physician or his/her representative must make reasonable efforts to identify the assigned caseworker, communicate to the caseworker that a FACN referral has

already been made, and share the results of the written assessment with the caseworker upon the caseworker providing the child's person identification number.

2.1.4 Timeframes. Upon receipt of adequate supporting case information, as determined by the UT physician, the written assessment must be provided within the following timeframes:

- 2.1.4.1** Routine Referrals: within seven (7) calendar days of receipt of the referral;
- 2.1.4.2** Emergency Referrals: within three (3) calendar days of receipt of the referral, unless required earlier due to a judicial request or court or administrative hearing;
- 2.1.4.3** Complex Referrals: within a mutually agreeable time period; and
- 2.1.4.4** Referral by Physician: within three (3) calendar days of a child being seen at a hospital or a clinic.
- 2.1.4.5** If additional information is needed to make a determination on a case, the assigned physician will make contact with the caseworker. On the 14th day of inactivity, a second request will be emailed to the caseworker and the caseworker's supervisor. On the 21st day of inactivity, an e-mail will be sent to the caseworker, the caseworker's supervisor, and as appropriate, the CPS or CCL State Office Liaison. The 21st day e-mail will state that the case will be closed in one week if the additional information is not obtained. If DFPS has not responded and no additional information is forthcoming, the physician may designate the case as "inactive" after the 28th day.
- 2.1.4.6** Closed cases must remain accessible to the caseworker on the website.

2.1.5 MEDCARES

- 2.1.5.1.** In accordance with Subchapter D, Chapter 261, Section 261.3017 of the Family Code the Forensic Assessment Network (FACN) must have the ability to obtain consultations with physicians, including radiologist, geneticist and endocrinologists, who specialize in identifying unique health conditions, including:
 - o Rickets, Ehlers-Danlos Syndrome;
 - o osteogenesis imperfecta;
 - o vitamin D deficiency; and
 - o other similar metabolic bone diseases or connective tissue disorders.

- 2.1.5.2. If during an abuse/neglect investigation or assessment of one of the unique health conditions mentioned in Section 2.1.5.1, the Department or FACN physician determines that a child requires a specialty consultation, the FACN physician shall refer the child's case to MEDCARES for the consultation, if MEDCARES has available capacity to review the child's case.
 - 2.1.5.3. In providing assessments to the department on the unique health conditions provided by Section 2.1.5.1, the FACN and MEDCARES program must use a blind peer review process to resolve cases where physicians in the FACN and MEDCARES disagree on the causes of a child's injuries or in the presence of a condition listed under Section 2.1.5.1. A blind peer review process is defined as a review requiring the de-identification of the names of pertinent medical professionals consulting on the case.
- 2.2 Regional Case Consultations.** UT shall provide the following regional case consultation services:
- 2.2.1 UT physicians will provide regional case consultations, as requested by CPS regional nurse consultants or the CCL State Office Liaison; and
 - 2.2.2 Coordinate locations and dates of the regional case consultations with CPS regional nurse consultants or the CCL State Office Liaison. Regional case consultations may be conducted in person or via webinar.
- 2.3 Expert Testimony.** UT shall provide expert testimony in civil court cases, at the Department's request.
- 2.4 Training and Presentations.**
- 2.4.1 Communicate with CPS regional nurse consultants and the CPS and CCL State Office Liaisons regarding the ongoing training needs of the DFPS staff.
 - 2.4.2 Create a training plan that must include the following:
 - 2.4.2.1 Continuously posted on-line training, explaining how to use the FACN web-based system. UT is responsible for ensuring this information is current;
 - 2.4.2.2 One face-to-face training organized by DFPS in each of the 11 DFPS regions, for a total of 11 trainings per year. UT physicians will make themselves available to provide up to 11 additional in-person or webinar trainings per year if requested by DFPS

regional nurse consultants, the CCL State Office Liaison or another DFPS designee; and

- 2.4.2.3** One six-hour training for the CPS regional nurse consultants. This training may be conducted in-person or via webinar, as requested by DFPS.

- 2.4.3** The training plan must identify:

- 2.4.3.1** Training topics related to medical aspects of abuse and neglect;
- 2.4.3.2** Length of trainings;
- 2.4.3.3** Methods of delivery; and
- 2.4.3.4** Training schedule posted online which includes when and where the trainings will be delivered.

- 2.4.4** UT must coordinate with the CPS regional nurse consultants or the CCL State Office Liaison on locations and dates of delivery for each training.

- 2.4.5** For all trainings, including the trainings noted in 2.4.2.2, 2.4.2.3 and 2.4.2.4, UT will provide the CPS State Office Liaison with a copy of the curriculum and all of the completed forms and information necessary for DFPS to obtain Social Work Continuing Education Units ("SWCEUs") prior to implementation of the trainings. UT will also coordinate with the CPS State Office Liaison after each training is implemented to ensure all appropriate forms (e.g. sign in sheets, evaluations) are completed in order for DFPS staff to receive training credit. DFPS and UT will work jointly to obtain the documentation required for DFPS staff to receive training credits.

- 2.4.6** Upon approval of FACN training curriculum for SWCEUs, UT must ensure the training plan and the training modules noted at 2.4.2.2 are provided to the DFPS program specialist. UT will maintain and update the training plan throughout the fiscal year, so DFPS staff will have sufficient notice (no less than 2 weeks prior to scheduled date of training) of upcoming trainings.

- 2.5** **Peer Review Process.** During the Contract period, UT will maintain the peer review process for physicians. The process should help physicians come to a consensus when they disagree about an abuse/neglect diagnosis.

- 2.6** **Reports.** UT will submit monthly progress reports to the CPS, CCL, and Purchased Client Services ("PCS") State Office Liaisons no later than the 15th day of the month following the end of the previous month/quarter in which the reports are due (e.g. a monthly report for March will be due April 15) in a format provided by DFPS. UT will ensure quarterly reports are available via the web based system. The monthly and quarterly reports described in 2.6.1 and 2.6.2 respectively will be provided in a format approved by DFPS. UT and DFPS will

hold at least quarterly conference calls to discuss the monthly and quarterly progress reports. Quarterly conference calls will be scheduled by UT and UT will ensure the CPS, CCL and PCS State Office Liaisons are given at least 2 weeks' notice prior to said calls.

2.6.1 The monthly progress reports will include a list of the activities categorized by DFPS programs (i.e., CPS, CCL) that were completed during the previous month, including:

- 2.6.1.1** The total number of initial referrals received during the month, by county, DFPS region and physician that are documented on the FACN website;
- 2.6.1.2** The timeliness of the number of referrals received during the month, according to the timeframes noted in 2.1.4.
- 2.6.1.3** The number and a detailed description of any anomalies in the methods of referrals, such as referrals not being made through the website;
- 2.6.1.4** The total number of written assessments provided during the month by county, DFPS region and physician;
- 2.6.1.5** The total number of Regional Case Consultations conducted by DFPS region and physician;
- 2.6.1.6** Dates and locations where expert testimony was provided, including the name of the physician that provided the testimony. Also specify whether the testimony was provided in person or by phone;
- 2.6.1.7** Dates and locations where trainings were held, method of delivery (including the name of the physician conducting the training), and list of DFPS staff (full names and employee id numbers) that attended the trainings;
- 2.6.1.8** Any identified training needs for DFPS staff;
- 2.6.1.9** Dates, locations and method of delivery of regional case consultations that have been held and those that have been planned as described at 2.2;
- 2.6.1.10** Dates, locations and method of delivery of trainings that have been held, as described at 2.4.2.3 and 2.4.2.4;
- 2.6.1.11** Numbers of presentations or trainings regarding the FACN network provided by special request (such as conferences, meetings with judges, physicians or other key stakeholders);
- 2.6.1.12** The type of abuse and/or neglect involved for all of the FACN referrals as described in 2.6.1.1;
- 2.6.1.13** A report regarding client services broken down by modality by center, child age, and ethnicity and Average Consultations per Site per Reporting Period; and
- 2.6.1.14** Aggregate data regarding the statewide peer review process.

- 2.6.2** UT will provide DFPS additional requested reports as mutually agreed upon by both parties.
- 2.6.3** In addition to the monthly progress reports noted in 2.6.1, quarterly progress reports will be available on the web-based system and will be discussed during quarterly meetings. The quarterly progress reports will include all the information contained in the monthly reports for that quarter.
- 2.6.4** UT will report Performance Measure data as specified in Attachment E.
- 2.6.5 Intellectual Property.** Except as otherwise provided in this Contract, all products produced by UT as a result of this Contract become the sole property of DFPS, including, without limitation, all plans, designs, software, and other contract deliverables. If UT develops any copyrightable material in the course of performing this Contract, then UT will grant the State of Texas, DFPS, any federal awarding agency, a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes. This section does not apply to any report, document, or other data, or any invention of UT which existed prior to, or was developed or discovered independently from, its activities related to or funded by this Contract.

ARTICLE 3 – CONFIDENTIALITY

The individual case information provided by DFPS in a referral for case consultation and the subsequent written assessment is confidential pursuant to state and federal law. This information may not be used for any purpose other than the goals of this Contract. The information must not be released to third parties, unless the release is required or allowed by law, rule (e.g. release information to law enforcement, or county and district attorneys), or court order.

The parties intend, where appropriate, to use teleconferencing capabilities to conduct case consultations. If either party believes that it cannot comply with the requirements of the Security Rule then the parties agree that any electronic transmission of PHI shall be limited to PHI which has been de-identified.

ARTICLE 4 - CONTRACT MANAGEMENT

- 4.1 CONTRACT AMENDMENTS.** Only a written amendment signed by both parties may amend this Contract.
- 4.2 SUBCONTRACTING.** UT must obtain the Department's prior written consent before procuring and subcontracting for any services to be provided pursuant to this Contract. Any request for approval of a subcontract must include identification of the proposed subcontractor, reason for selection, a copy of the proposed subcontract and a description of the exact services subcontracted.

If UT uses a standard subcontract, it must provide DFPS with a copy of the blank subcontract. No subcontract will be approved unless it contains a clause that the subcontractor agrees to accept and abide by all terms and conditions imposed on UT in the Contract between DFPS and UT.

4.2.1 Other Responsibilities of UT. UT shall be responsible to the Department for any subcontractor's performance under this Contract. UT will monitor subcontractor performance on a method and timeframe agreed to by both UT and DFPS. UT shall, and will require any subcontractors to:

4.2.1.1 Provide services in accordance with the provisions of this Contract and to allow the Department and its representatives to monitor, audit, evaluate, and otherwise review the services provided and related documentation.

4.2.1.2 Notify the Department immediately and in advance of any significant change affecting UT, including change of subcontractor's name or identity, ownership or control, governing board membership, personnel, payee identification number, and other. Notice will be provided in writing to the Department within ten (10) working days of change.

4.2.1.3 Provide statements from subcontractors signed by an official duly authorized to legally obligate the subcontractor and attest to the fact that it shall provide the services as represented in this contract, including the incorporated documents, with no disruption to service delivery. A similar statement must be signed by each subcontractor who will provide services as part of the Contract. Each subcontractor may be required to submit ownership information and other information related to this Contract. UT must disclose any information regarding subcontractors.

4.2.1.4 Due to the nature of DFPS business, DFPS will conduct Criminal Background Checks, or in some instances allow verification of Criminal Background Checks, and Abuse and Neglect History Checks on an initial basis and subsequently every two years for UT and subcontractor staff, excluding physicians, involved in direct delivery of services to DFPS clients, including access to personal client information.

Any employee of UT or subcontractor must be pre-approved by DFPS before engaging in direct delivery work under this Contract. DFPS retains the right to demand that UT cease using any employee of UT or subcontractor. UT agrees that replacement or removal of the staff person in question shall occur as soon as reasonably possible, but in no case more than twenty-four hours from receipt of such request from DFPS.

4.3 Accounting. UT shall adhere to Generally Accepted Accounting Principles promulgated by the Federal Accounting Standards Board and OMB Circular A-21, and follow Department fiscal management policies and procedures in submitting timely billings and maintaining financial records required to be kept under this Contract.

- 4.4 Record Keeping.** UT shall maintain financial, programmatic, and supporting documents, statistical records, inventories of non-expendable property acquired, and other records pertinent to claims submitted during the Contract period for a minimum of five (5) years after the termination of the Contract period. If any litigation, claim, or audit involving these records begins before the five (5) year period expires, UT will keep the records and documents for not less than five (5) years and until all litigation, claims, or audit findings are resolved. The case is considered resolved when a final order is issued in litigation, or a written agreement is entered into between the Department and UT. Contract period means the beginning date through the ending date specified in the original Contract.
- 4.5 Records.** THE CONTRACTOR MUST NOT DISPOSE OF RECORDS BEFORE PROVIDING THE DEPARTMENT'S CONTRACT MANAGER WRITTEN NOTICE OF ITS INTENT TO DISPOSE OF RECORDS AND RECEIVING WRITTEN APPROVAL FROM THE DEPARTMENT'S CONTRACT MANAGER.
- 4.6 Reviews.** UT shall cooperate fully in any social studies or fiscal and programmatic monitoring, auditing, evaluating, or other reviews pertaining to services rendered by UT and any subcontractor which may be conducted by the Department or the United States Department of Health and Human Services, or their authorized representatives; and to be responsible for any audit exception or other payment irregularity regarding this Contract or subcontract, but only if such exception or irregularity is due to the sole negligence of UT, which may be found after review by the Department or the United State Department of Health and Human Services; and to be responsible for the timely and proper collection and reimbursement to the Department of any amount paid in excess of the proper billing amount.
- 4.7 Audits.** Acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, Texas Health and Human Services Commission, Office of Inspector General, or any successor agency, to audit or investigate the expenditure of funds under this Contract or any subcontract. UT further agrees to cooperate fully with the State Auditor's office or its successor, including providing all records requested. UT will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through UT and the requirement to cooperate is included in any subcontract it awards.
- 4.8 Termination and Remedies**
- 4.8.1 Termination for Cause.** If either party fails to perform its obligations under this Contract, the other party may, upon written notice of default, terminate all or any part of this Contract after giving notice of at least 30

days and an opportunity to comply with provisions of this Contract within 30 days.

- 4.8.2 Changes in Law.** If federal or state laws or other requirements are amended or judicially interpreted so that either party cannot reasonably fulfill this Contract, and if the parties cannot agree to an amendment that would enable substantial continuation of the services, the parties shall be discharged from any further obligation under this Contract upon written notice to the other party specifying the date of termination.
- 4.8.3 Termination at Will.** This Contract may be terminated at any time by mutual consent. In addition, either party to this Contract may terminate this Contract by giving 30 days written notice to the other party. This Contract will be terminated at the end of the 30-day period.
- 4.8.4 Effect of Termination.** The termination of this Contract shall not relieve DFPS of the obligation to pay for services rendered prior to the effective date of such termination. The provisions of Section 7.9 (Data Collection) and Section 7.10 (Training Materials) shall survive the termination of this Contract.

ARTICLE 5 - COMPENSATION; CONTRACT AMOUNT

- 5.1 Amount of Payment.** The Department shall pay UT up to a maximum of \$2,459,950.00 for services rendered in accordance with the terms of this Contract upon receipt of a proper and verified statement and after deducting any known previous overpayment made by the Department. If program income accrues, UT shall return to the Department any income that exceeds actual costs incurred for services rendered under this Contract. In no event shall payments exceed UT's actual reasonable, necessary and allowable costs to provide services under this Contract.
- 5.2 Budget and Supporting Narrative.** The Department agrees to reimburse UT the reasonable, allowable, and allocable costs according to the Budget and Narrative attached hereto as Attachment A. The attached Budget and Narrative must include a fixed monthly price for the on-going operations, maintenance, and performance improvement of the FACN web-based system.
- 5.3 Funds Availability.** This Contract is at all times contingent upon the availability and receipt of state or federal funds that the Department has allocated to this Contract; and if funds for this Contract become unavailable during the term of this Contract this Contract may be immediately terminated or reduced at the discretion of the Department or UT. As of the effective date of this Contract, the Department represents and warrants that it has received funding to compensate UT for the services contemplated under this Contract.

5.4 Invoicing. UT shall submit a monthly invoice in the format prescribed by the Department, for payment of reimbursable costs to DFPS no later than the 20th day of the month following the month in which services were performed. Notwithstanding anything to the contrary, the final invoice shall be submitted within forty-five (45) days after the end date of this Contract.

5.5 Method of Payment. DFPS shall pay for services received from its appropriation items or account from which like expenditures would normally be paid, based upon vouchers drawn by the DFPS payable to UT.

Payments received by UT shall be credited to its current appropriations items or accounts from which the expenditures of that character were originally made.

5.6 Basis for Payment. The basis for payment for services rendered under this Contract is indicated in the service terms with the Budget and Narrative. UT agrees to this basis for payment and to adhere to the fiscal and billing policies and procedures noted in this Contract.

The Department is not obligated to pay unauthorized costs or to pay more than UT's allowable and actually incurred costs consistent with federal and state regulations. UT is responsible for submitting bills in an accurate and timely manner for each service period and for notifying the Department of a need to expedite payment. The Department will make reasonable efforts to process all bills received in an accurate and timely manner but does not warrant immediate payment.

5.7 Budget Changes. (For Cost Reimbursement Contracts only.)

5.7.1 For contracts of \$100,000 or more, transfers between line items of a budget reaching a cumulative amount that exceeds ten percent (10 %) of the total FY budget will require prior approval from DFPS' contract manager. Lack of prior approval in these instances will be grounds for nonpayment of the item or items involved.

5.7.2 For transfers not requiring prior approval from DFPS, as designated in Section 5.7.1. above, UT shall describe and report such transfers by letter within thirty (30) calendar days to DFPS. Any transfers shall be for allowable items as defined by DFPS that do not result in a significant change in the character or scope of the program.

5.7.3 For all contracts, regardless of dollar amount, prior written approval must be secured:

5.7.3.1 When transfers would result in a significant change in the character or scope of the program. Lack of prior approval in these instances will be grounds for recovery of unapproved

payments and termination of this Contract at the option of DFPS; and

- 5.7.3.2** When applicable federal cost principles in OMB Circulars apply additional pre-approval requirements.

5.8 Personal Property. For Cost Reimbursement contracts, UT shall assume responsibility for the protection of all personal property purchased under this Contract and to take appropriate measures to meet this obligation. UT shall furnish DFPS with a written, factual report of the theft of, or damage to, any personal property purchased under this Contract, including circumstances concerning the loss. In addition, in the event of any theft, vandalism, or other offense against the personal property, UT shall notify appropriate local law enforcement authorities.

5.9 Equipment. For Cost Reimbursement contracts, equipment shall be defined as an article of tangible nonexpendable personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of: the capitalization level established by UT for financial statement purposes; or \$5,000. UT shall follow the provisions of State of Texas law applicable to state agencies regarding disposition of any equipment purchased under this Contract with funds allocated to UT. UT shall not give any security interest, lien, or otherwise encumber any item of equipment purchased with Contract funds. UT shall identify all equipment purchased under this Contract by appropriate tags or labels affixed to the equipment and to maintain a current inventory of equipment which is available to DFPS at all times upon request. Cost reimbursement contractors must also follow the following guidelines when contracting with DFPS:

5.9.1 Cost reimbursement contractors must add certain types of equipment items that are classified as "controlled assets" as designated in the Comptroller's State Property Accounting User Manual ("SPA Manual") to its inventory. The following equipment shall be added to the inventory list based on the noted acquisition costs: Maintained irrespective of cost - Firearms (i.e. hand gun, rifle); Maintained with costs of \$500 to \$4,999 – (1) Stereo System, (2) Camera, (3) Video Recorder/Laserdisc Player (TV, VCR, Camcorder), (4) Desktop CPU (not Apple), (5) Printer (not portable), (6) CPU Desktop – Apple, (7) Data Projectors, (8) Portable CPU – not Apple (Laptop), and (9) Portable CPU – Apple (Laptop). UT should review the SPA Manual, available on the Internet, periodically for the most current list.

5.9.2 UT estimates useful life of depreciable assets based on historical data, if available. If historical information is not available for a particular type of equipment, UT will follow the American Hospital Association's (AHA) "Estimated Useful Lives of Depreciable Assets" for equipment disposition

purposes of establishing the useful life of equipment purchased with DFPS funds, except when federal or statutory requirements supersede.

- 5.9.3 UT must request DFPS approval before disposing of equipment or controlled assets prior to the end of the useful life for that item.
- 5.9.4 Any change to the equipment category in a cost reimbursement budget, will require prior approval from DFPS.

- 5.10 **Regulation Compliance.** UT shall remain in compliance with 45 CFR, Part 75 as applicable, 2 CFR, Part 200 as applicable and the Texas Uniform Grant Management Standards (UGMS).

In the event of any conflict or contradiction between or among the regulations referenced in this Contract term, the regulations shall control in the following order of precedence: 45 CFR, Part 75; 2 CFR, Part 200; and UGMS.

- 5.11 **Travel Reimbursement.** Travel expenses within the city where the provider maintains an office will not be reimbursed. DFPS will reimburse travel expenses incurred to provide a contracted service in a city other than the one in which the provider lives or maintains an office. The amount may not exceed the travel reimbursement rates relating to lodging, meals, and mileage for state employees established by the Texas Comptroller of Public Accounts. Information regarding travel may be found at: <http://fmx.cpa.state.tx.us/fmx/travel/textravel/index.php>. Mileage must be calculated from the city of the provider's home address, or the city of UT's office located closest to the client, whichever is less. A mileage log must be maintained by each service provider to reflect the client's name, complete address of location leaving from and where services are being delivered, and total mileage.

ARTICLE 6 - TERM OF CONTRACT

This Contract will become effective as of September 1, 2018 and shall terminate on August 31, 2019.

ARTICLE 7 - MISCELLANEOUS PROVISIONS

- 7.1 **Entirety.** This Contract and Attachments A through D contain the entire understanding of the parties with respect to the subject matter of this Contract and supersedes all previous discussions, proposals, or agreements written or oral between the parties.
- 7.2 **Notices.** All notices to DFPS under this Contract must be sent to the attention of the Assistant Commissioner for Child Protective Services, Telephone 512-438-3269, Texas Department of Family and Protective Services, Mail Code E-550, P.O. Box 149030, Austin, Texas 78714-9030. All notices to UT under this Contract must be sent to the attention of The University of Texas Health Science

Center of Houston, Senior Executive Vice President, Chief Operating and Financial Officer, at 7000 Fannin Street, Suite 1721, Houston, Texas 77030.

- 7.3 Lobbying Limitations.** UT shall not use any funding to support the services contained in this Contract to influence the outcome of elections or the passage or defeat of any legislative measures.
- 7.4 Taxes.** The Department shall not be liable for state, local, or federal excise taxes.
- 7.5 Payroll Taxes.** UT must be able to demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees.
- 7.6 Employee Benefits.** UT is responsible for both Federal and State Unemployment insurance coverage and standard Workers' Compensation Insurance coverage. UT must comply with all Federal and State tax laws and withholding requirements. The Department will not be liable to UT or its employees for any Unemployment or Workers' Compensation coverage, or Federal or State withholding requirements.
- 7.7 Force Majeure.** Neither party shall be liable to the other party for delays or failures to perform caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform shall extend the period of performance until these exigencies have been removed. The party seeking to avail itself of this clause shall notify the other party within five (5) business days or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case, notification shall be done in as timely a manner as possible.
- 7.8 Data Collection.** DFPS shall have an unlimited license to use any data collected by UT in the performance of this Contract.
- 7.9 Training Materials.** DFPS shall have an unlimited license to use any training materials created by UT pursuant to this Contract.
- 7.10 Regent Approval.** Notwithstanding any other provision in this Contract to the contrary, this Contract is subject to the review and approval by The Board of Regents of The University of Texas System (the "Board") under Rules and Regulations of the Board, Rule 10501, Section 3. The validity and effectiveness of this Contract is contingent upon such approval of this Contract by the Board through the docketing requirements and approval process under the Rules and Regulations of the Board. If the Board does not approve this Contract by May 31, 2018, then this Contract will automatically terminate as of that date and the total value of the services that UT provides to DFPS under this Contract and the

CERTIFICATIONS

- A. THE UNDERSIGNED AGREEING PARTIES do hereby certify that:
1. the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of the State of Texas;
 2. the proposed arrangements serve the interest of efficient and economical administration of the State of Texas; and,
 3. the services, supplies, or materials covered by this Contract are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.
- B. DFPS further certifies that (1) it has authority to contract for the above services pursuant to Chapter 40, Texas Human Resources Code and Chapter 771, Texas Government Code, and (2) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.
- C. UT further certifies that (1) it has the authority to perform services contracted for pursuant to Section 65.34, Texas Education Code and Chapter 771, Texas Government Code, and (2) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.
- D. The undersigned parties bind themselves to the faithful performance of this Contract.

THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT
HOUSTON



Signature

Printed Name: T. Kevin Dillon

Printed Title: Senior Executive Vice President, Chief Operating and Financial Officer

8/31/2018

Date

TEXAS DEPARTMENT OF FAMILY
AND PROTECTIVE SERVICES



Signature

Printed Name: Hank L. Whitman, Jr.

Printed Title: Texas Department of Family and Protective Services
DFPS Commissioner

9-10- 2018

Date

THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. 530-13-0090-00001 ARE HEREBY INCORPORATED BY REFERENCE:

ATTACHMENT A - UT HOUSTON NARRATIVE FY 2019
ATTACHMENT B - COPY OF UT HOUSTON FY2019 BUDGET

APPROVED AS TO LEGAL FORM
on behalf of UTHealth
By 
dkl 8/30/18

ATTACHMENT A - UT HOUSTON NARRATIVE FY 2019

ATTACHMENT B - COPY OF UT HOUSTON FY2019 BUDGET

ATTACHMENT C - HHSC INTERAGENCY UNIFORM TERMS AND CONDITIONS

ATTACHMENT D - UT SYSTEM IAC SUPPLEMENTAL CONDITIONS

ATTACHMENT E – PERFORMANCE MEASURES

ATTACHMENT A

Narrative

Contractor: UTHSC – Houston (FACN)

Contract No: _____

Contract Period: Sept. 1, 2018-Aug. 31, 2019

Salary: Requested funding for personnel at UTHSC-Houston Medical School includes one Site Director/Child Abuse Pediatrician (.62 FTE); one Child Abuse Pediatricians (.15 FTE); one Nurse Practitioner (.65 FTE); one Social Worker (1 FTE); one Program Coordinator (1 FTE); a Psychiatrist (.20 FTE); and a Senior Program Manager .95 FTE).

Fringe Benefits: Calculated at 21% for the Site Director, .15 Physician and Psychiatrist; 27% for the Program Coordinator, the Nurse Practitioner and the Senior Program Manager; 34% for the Social Work position.

Travel:

Mileage (\$0.545/mile); Lodging and Per Diems (Determined by Texas State Comptroller).

Travel for one national trip (child abuse related conference) per year for the Program Director. One national meeting for Child Abuse Pediatrician. One in-state meeting (child abuse related conference) per year for the Program Director. One national meeting, for each (1) Fellow. One national meeting for the Nurse Practitioner. Miscellaneous travel to include case reviews, training (both CPS and FACN Web Site), testimony, and travel for DFPS Nurses Conference and any other meetings as needed.

Materials and Supplies: Offices supplies include such items as books, pens, pencils, paper, folders, printer supplies, computer disks, labels, flash drives, scanner, etc.

Equipment: N/A

Other Costs:

Funds are requested for overnight express delivery services, 1-800 number fee, answering service, computer leasing, software and renewals for software licenses, and any other associated costs that are required to perform all duties as outlined in the FACN contract.

Consultants. Funds are requested for consultants' expertise and will be used as needed to handle specialty questions – e.g. a radiologist may be utilized to provide expert interpretation for radiologic images; a dentist may be utilized to provide expertise on bite marks, etc.

Sunnet Annual Maintenance – CPS/APS: Covers the cost of current contracts for maintenance services with SunNet Solutions.

IT Services: Covers the cost of current contracts for maintenance services with Dicom-Grid with the remaining funds to be used for continued development, implementation, modifications, and training for the FACN Web Site.

Indirect Costs: Indirect costs are calculated at 10% of salary only.

ATTACHMENT B

FY 2019 Budget

Budget for Purchase of Service Contracts

Summary	Contractor	UTHSC at Houston
	Contract No.	
<u>click here for instructions</u>	Contract Period	09/01/2018-8/31/2019

Cost Category	A Grand Total	B Reimbursable	C Other (Match)
(1A) Personnel - Salaries	492,558.10	492,558.10	0
(1B) Personnel - Fringe Benefits	126,842.38	126,842.38	0
Subtotal	619,400.48		0
(2) Travel	13,200.00	13,200.00	0
(3) Materials, Supplies, and Controlled Assets	3,000.00	3,000.00	0
(4) Equipment (Rent/Lease/Purchase)	0	0	0
Subtotal	16,200.00	16,200.00	0
(5) Other Costs (list below)	1,775,093.71	1,775,093.71	0
Subtotal	1,775,093.71	1,775,093.71	0
Foster or Day Care Total (per DFPS unit rate below)			
Total Direct Costs			
Total Indirect Costs (If applicable) <u>10</u> %	49,255.81	49,255.81	
Grand Total	2,459,950.00	2,459,950.00	0

Unit Rate Contracts	Amounts
(a) Projected service units (days, etc.) x	
(b) Cost per unit of service (i.e., unit rates) x	
(c) Projected clients to be served	
Foster or Day Care Total	0

Certified by:	<u>T. Kevin Dillon</u>
Name:	<u>T. Kevin Dillon</u>
Title:	<u>Sr. EVP, COO/CFO</u>
Date:	<u>8/31/2018</u>

Budget for Purchase of Service Contracts

(1A) Personnel - Salaries

UTHSC at Houston

Contractor

Contract No.

9/1/2017 8/31/2018

***For monitoring purposes timesheets and payroll data must be kept on file.**

*** Costs not allowable if already being paid by other source

Budget for Purchase of Service Contracts

(1B) Personnel - Fringe Benefits	Contractor	UTHSC at Houston
	Contract No.	0
	Contract Period	09/01/2018-8/31/2019

*For monitoring purposes payroll data must be kept on file.

****Costs not allowable if already being paid by other source**

Budget for Purchase of Service Contracts

(2) Travel	Contractor	UTHSC at Houston
	Contract No.	0
	Contract Period	09/01/2018-8/31/2019

Type of Travel Expense (mileage/food/lodging etc.)	A Total	B Reimbursable	C Other (Match)
Airfare	3,000.00	3,000.00	
Registration	3,500.00	3,500.00	
Mileage	600	600	
Lodging/Per Diems	5,000.00	5,000.00	
Misc. Expenses	1,100.00	1,100.00	
Total Travel	13,200.00	13,200.00	0

*For monitoring purposes, receipts and other detailed records must be kept on file

**Costs not allowable if already being paid by other source

Budget for Purchase of Service Contracts

(3) Materials, Supplies, and Controlled Assets	Contractor	UTHSC at Houston
	Contract No.	0
	Contract Period	09/01/2018-8/31/2019

Materials and Supplies (description)	A Total	B Reimbursable	C Other (Match)
General office supplies	3,000.00	3,000.00	
Total Materials and Supplies	3000	3000	0

*For monitoring purposes, receipts and other detailed records must be kept on file.

**Costs not allowable if already being paid by other source

Budget for Purchase of Service Contracts

*For monitoring purposes, receipts and other detailed records must be kept on file.

****All equipment must be tagged and numbered.**

****Costs not allowable if already being paid by other source**

Budget for Purchase of Service Contracts

(5) Other Costs	Contractor	UTHSC at Houston
	Contract No.	0
	Contract Period	09/01/2018-8/31/2019

Other Costs (description and basis of cost)	A Total	B Reimbursable	C Other (Match)
Consultants	30,000.00	30,000.00	
Answering Service	6,500.00	6,500.00	
Overnight delivery, computer leasing, software renewals	4,000.00	4,000.00	
Sunnet Maintenance	154,406.00	154,406.00	
IT Expenses (DICOM, change requests, security updates)	32,429.73	32,429.73	
Subcontracts	1,547,757.98	1,547,757.98	
Total Other Costs	1775093.71	1775093.71	0

*For monitoring purposes, receipts and other detailed records must be kept on file

**Costs not allowable if already being paid by other source

ATTACHMENT C
DFPS INTERAGENCY & INTERLOCAL UNIFORM TERMS & CONDITIONS

SECTION I
FUNDING AVAILABILITY & FINANCIAL

A. FUNDING AVAILABILITY.

1. This contract is contingent upon the continued availability of funding. If funds become unavailable through the lack of appropriations, legislative or executive budget cuts, amendment of the Appropriations Act, state agency consolidation or any other disruptions of current appropriations, DFPS may reduce or terminate this Contract.
2. DFPS is prohibited from incurring obligations in excess of amounts lawfully appropriated by the Texas Legislature over the course of a biennium.

B. PROMPT PAYMENT.

DFPS will pay Performing Agencies who are defined as Vendors according to the Prompt Payment Act, Texas Government Code Chapter 2251.

C. ANCILLARY EXPENSES.

Except as otherwise provided in the Contract, no ancillary expenses incurred by the Performing Agency will be reimbursed by DFPS.

D. TRAVEL EXPENSES.

Travel expenses authorized by this Contract will be reimbursed according to the rates set by the State of Texas TexTravel (or its successor) program.

E. RECAPTURE OF FUNDS.

Performing Agency agrees that:

1. DFPS may withhold all or part of any payments to Performing Agency to offset overpayments made to Performing Agency. Overpayments, as used in this Section, include payments made by DFPS that exceed the maximum allowable rates, not allowed under applicable laws, rules, or regulations or that are otherwise inconsistent with this Contract, including any unapproved expenditures;
2. It will return to DFPS any amounts paid that are disallowed pursuant to financial and compliance audit(s) of funds received under this Contract; and
3. Reimbursement of such disallowed costs will be paid by Performing Agency from funds which were not provided or otherwise made available to Performing Agency under this Contract.

ATTACHMENT C
DFPS INTERAGENCY & INTERLOCAL UNIFORM TERMS & CONDITIONS

SECTION II
RECORDS, AUDIT, CONFIDENTIAL INFORMATION,
PUBLIC INFORMATION ACT & PUBLICITY

A. RECORDS RETENTION AND ACCESS.

1. Performing Agency will keep and maintain under Generally Accepted Accounting Principles (GAAP) or Governmental Accounting Standards Board (GASB), as applicable, accurate and complete records necessary to determine compliance with this Contract and applicable laws.
2. Performing Agency will provide access to its records to DFPS, the Texas State Auditor's Office (SAO), the Federal Government, and their authorized representatives.
3. Unless otherwise specified in this Contract, Performing Agency will maintain legible copies of this Contract and all related documentation for a minimum of seven years after the termination of this Contract or seven years after the completion of any litigation or dispute involving the Contract, whichever is longer.
4. **THE PERFORMING AGENCY WILL NOT DISPOSE OF RECORDS BEFORE PROVIDING THE DFPS CONTRACT MANAGER WRITTEN NOTICE OF ITS INTENT TO DISPOSE OF RECORDS AND RECEIVING WRITTEN APPROVAL FROM THE DFPS CONTRACT MANAGER.**

B. SAO AUDIT.

1. Performing Agency understands that acceptance of funds under this Contract or through a subcontract acts as acceptance of the authority of the SAO or any successor agency, to conduct an audit or investigation in connection with those funds.
2. Under the direction of the Legislative Audit Committee, an entity that is the subject of an SAO audit or investigation must provide the SAO access to any information that is considered relevant.
3. Performing Agency agrees to cooperate fully with the SAO, or its successor, in the conduct of the audit or investigation, including providing all records requested.
4. Performing Agency will ensure that this clause, concerning the authority to audit funds received indirectly by subcontractors related to this Contract and the requirement to cooperate, is included in any subcontracts it awards.

C. COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS.

1. Performing Agency will implement all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, accounting principle, or deficiency identified in any audit, review, or inspection of this Contract.
2. Any such correction will be at Performing Agency or its subcontractor's sole expense.
3. Whether Performing Agency's action corrects the noncompliance will be solely the decision of DFPS.

ATTACHMENT C
DFPS INTERAGENCY & INTERLOCAL UNIFORM TERMS & CONDITIONS

4. Performing Agency must provide, at DFPS' request, a copy of those portions of Performing Agency's and its subcontractors' internal audit reports relating to this Contract.

D. CONFIDENTIAL INFORMATION.

1. Performing Agency agrees to only use DFPS confidential information for the purpose of this Contract and comply with all applicable state and federal law when it receives and stores DFPS confidential information, including, but not limited to, the following enumerated. This includes any communication or record regardless of form or format provided or made available through any means and includes records or information that identifies DFPS children or clients.
 - a. Section 106 of the Child Abuse Prevention and Treatment Act (CAPTA), codified at 42 U.S.C. 5106a;
 - b. Section 471 of Title IV-E of the Social Security Act, codified at 42 U.S.C. 671(a)(8), and related federal rules at 45 CFR 1355.30 & 45 CFR 205.50;
 - c. Social Security Administration Data, including, without limitation, Medicaid information (The Social Security Act, 42 U.S.C. Chapter 7);
 - d. Family Educational Rights and Privacy Act, (FERPA), 20 U.S.C. § 1232g; 34 CFR Part 99;
 - e. Protected Health Information, including Electronic Protected Health Information or Unsecured Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. Chapter 7, Subchapter XI, Part C; 45 CFR Parts 160 and 164;
 - f. Confidentiality of Alcohol and Drug Abuse Patient Records, 42 U.S.C. § 290dd-2; 42 CFR Part 2;
 - g. Federal Tax Information, Internal Revenue Code, Title 26 of the United States Code including IRS Publication 1075;
 - h. The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a;
 - i. Personal Identifying Information defined by Texas Business and Commerce Code Chapter 521, and OMB Memorandum 07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information;
 - j. Texas Family Code § 261.201 and related provisions in Chapters 261 and 264;
 - k. Texas Health and Safety Code § 81.046 and Chapters 181 and 611;
 - l. Texas Human Resources Code § 12.003, § 40.005, and Chapter 48;
 - m. Texas Public Information Act, Texas Government Code Chapter 552;
 - n. 19 TAC Chapter 702 Subchapter F (Child Protective Services), and Chapter 705 Subchapter M (Adult Protective Services); and
 - o. Criminal History Record Information guidelines in the FBI's Criminal Justice Information Services (CJIS) Security Policy.
2. Performing Agency will notify DFPS immediately, but not later than 24 hours, after Performing Agency discovers any possible or actual unauthorized disclosure or breach of DFPS confidential information.

ATTACHMENT C
DFPS INTERAGENCY & INTERLOCAL UNIFORM TERMS & CONDITIONS

3. Performing Agency will fully cooperate with DFPS in investigating, mitigating to the extent practicable and issuing notifications directed by DFPS in the manner determined by DFPS.
4. Performing Agency will only disclose information according to applicable law and will notify DFPS as required by the applicable law, when it makes a disclosure.

E. PUBLICITY.

Performing Agency must not use the name of, or directly or indirectly refer to, DFPS, the State of Texas, or any other state agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Performing Agency may publish, at its sole expense, results of Performing Agency performance under the Contract with DFPS's prior review and written approval, which DFPS may withhold at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from DFPS and any Federal agency, as appropriate.

F. LIMITATION OF DFPS NAME, SEAL OR LOGO.

1. Performing Agency may not use the DFPS name, seal or logo in any form or manner without the prior written approval of DFPS.
2. Performing Agency may not use the DFPS name, seal or logo to imply any endorsement, approval, or sponsorship of Performing Agency's goods or services by DFPS.

SECTION III
OWNERSHIP & INTELLECTUAL PROPERTY

A. OWNERSHIP.

DFPS owns all work produced by Performing Agency under this Contract.

B. INTELLECTUAL PROPERTY.

1. To the extent any services, deliverables or work performed by Performing Agency results in the creation of intellectual property, all right, title, and interest in and to such intellectual property, will vest in DFPS upon creation and will be deemed to be a "work made for hire," and made in the course of the services rendered pursuant to this Contract.
2. To the extent that title to any such intellectual property may not by law vest in DFPS, or such intellectual property may not be considered a "work made for hire," Performing Agency hereby irrevocably assigns all rights, title, and interest therein to DFPS.
3. Performing Agency must give DFPS and the State of Texas, as well as any person designated by DFPS or the State of Texas, all assistance required to perfect the rights

ATTACHMENT C
DFPS INTERAGENCY & INTERLOCAL UNIFORM TERMS & CONDITIONS

defined in this Section, without any additional charge or expense beyond the stated amount payable to Performing Agency authorized under this Contract.

SECTION IV
NOTICE

A. NOTICE.

Except as otherwise required by this Contract, written notice will be:

1. By hand delivery or United States Mail, certified, return receipt requested or by nationally recognized courier service to the other Party's assigned Contract Manager; and
2. Effective on receipt by the Party.

B. NOTICE OF LEGAL MATTER OR LITIGATION.

Performing Agency will notify the assigned DFPS Contract Manager of any litigation or legal matter related to or affecting this Contract within seven calendar days of Performing Agency becoming aware of the litigation or legal matter.

C. NOTICE OF CHANGE IN CONTACT PERSON OR KEY PERSONNEL OR MATTERS IMPACTING CONTRACT.

The Performing Agency will notify their assigned DFPS Contract Manager within ten days of any change to the Performing Agency's Contact Person or Key Personnel or any matter impacting the Contract, which includes but is not limited to changes to Performing Agency's name or identity, ownership, control, governing board membership, any problem or potential problem associated with its performance or services, or payee identification number.

D. COMPLAINT REPORTING.

Unless otherwise noted in this Contract, DFPS will contact the Performing Agency when it receives a complaint about the Performing Agency and advise the Performing Agency whether DFPS will conduct an investigation or will coordinate with the Performing Agency for an investigation. When DFPS requires the Performing Agency to conduct any part of the complaint investigation, Performing Agency must respond in writing to DFPS with all information and according to DFPS's requirements and specified time frames.

SECTION V
AMENDMENT

A. AMENDMENT.

ATTACHMENT C
DFPS INTERAGENCY & INTERLOCAL UNIFORM TERMS & CONDITIONS

Except as provided for in the Unilateral Amendments section below, this Contract can only be changed by an Amendment executed by both Parties.

B. UNILATERAL AMENDMENT.

A Unilateral Amendment may be issued by DFPS and it will be effective 10 days after it is sent to the Performing Agency. DFPS has sole discretion as to whether a change to the Contract will require an Amendment. DFPS may issue a Unilateral Amendment to:

1. Correct an obvious clerical error;
2. Update a contract number;
3. Incorporate new or revised state or federal laws, regulations, rules or policies;
4. Comply with a court order or judgment;
5. Update service level description or daily rates;
6. Update Performing Agency's name as recorded by the Secretary of State, as required by law or as authorized by DFPS;
7. Change either Party's Contract Manager or legal notice designee or contact information; and
8. Change any recorded license number based on information obtained from the agency or entity issuing the license.

SECTION VI
TERMINATION

A. TERMINATION FOR CONVENIENCE.

DFPS may terminate the Contract, in whole or in part, at any time when, in its sole discretion, DFPS determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in DFPS's notice of termination.

B. TERMINATION FOR CAUSE.

1. If the Performing Agency fails to provide the services or goods required by this Contract or fails to comply with any terms or conditions of it, DFPS may terminate the Contract in whole or part.
2. In addition to any other remedy allowed by law, Performing Agency will be responsible to DFPS for all costs incurred by DFPS and the State of Texas to replace the Performing Agency. These costs include, but are not limited to, the costs of procuring a substitute Performing Agency and the cost of any claim or litigation that is reasonably attributable to Performing Agency's failure to provide services or goods.

C. EQUITABLE SETTLEMENT.

Any early termination under this Contract will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ATTACHMENT C
DFPS INTERAGENCY & INTERLOCAL UNIFORM TERMS & CONDITIONS

SECTION VII
GENERAL PROVISIONS

A. GOVERNING LAW AND VENUE.

This Contract and the rights and obligations of the Parties will be governed by and construed according to the laws of the State of Texas, exclusive of any conflicts of law provisions. Venue for any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by DFPS. Performing Agency irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract.

B. BACKGROUND HISTORY CHECKS AND RIGHT OF REMOVAL.

1. Before providing direct services, having direct client contact and/or access to client records, the Performing Agency will submit information necessary for DFPS to conduct background checks on its employees, subcontractors or volunteers according to DFPS Background Checks Handbook under the applicable policy section at http://www.dfps.state.tx.us/handbooks/Background_Checks/default.asp, including any required disclosures. Furthermore, before the employee, subcontractor or volunteer can provide direct services, have direct contact or access client records, the Performing Agency must receive notice from DFPS that the background check has been approved.
2. If while providing direct services, having direct client contact and/or access to client records, the Performing Agency becomes aware of any new arrest or investigation of abuse or neglect conducted by any federal, state or local agency or board of an employee, subcontractor or volunteer, then the Performing Agency will notify DFPS within ten business days of them becoming aware of it. DFPS will determine if and when the employee, subcontractor or volunteer can have direct contact with clients.

C. ASSIGNMENTS.

Performing Agency may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of DFPS, which may be withheld or granted at the sole discretion of DFPS. Except where otherwise agreed in writing by DFPS, assignment will not release Performing Agency from its obligations under the Contract.

Performing Agency agrees that DFPS may, in one or more transactions, assign, pledge, or transfer the Contract. This assignment will only be made to another state agency or a non-state agency that is contracted to perform work for DFPS.

D. SEVERABILITY.

ATTACHMENT C
DFPS INTERAGENCY & INTERLOCAL UNIFORM TERMS & CONDITIONS

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provisions of this Contract unenforceable.

E. SURVIVABILITY.

Termination or expiration of this Contract will not release either party from any liabilities or obligations that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

F. FORCE MAJEURE.

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of any governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing of the reason for such delay, estimated duration of the delay, and the steps taken to minimize the delay.

G. AUTHORITY OF DFPS STAFF.

DFPS staff are not authorized to sign non-DFPS forms, unless those forms have received prior approval by DFPS. DFPS is not bound to the terms of any forms signed by unauthorized staff.

H. E-VERIFY/EMPLOYEE ELIGIBILITY.

By entering into this Contract, Performing Agency certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of all persons employed during the contract term to perform duties within Texas and all persons (including subgrantees) assigned by the Performing Agency to perform services, deliverables and work pursuant to the Contract.

I. WAIVER.

ATTACHMENT C
DFPS INTERAGENCY & INTERLOCAL UNIFORM TERMS & CONDITIONS

DFPS's failure to enforce any provision of this Contract or its payment for services or goods provided under this Contract, will not constitute a waiver of any provision of the Contract.

J. PERMIT AND LICENSE.

Performing Agency will be responsible at their expense for obtaining all permits and licenses required by city, county, state or federal rules, regulations or laws necessary or required for the Performing Agency to provide services or goods under this Contract.

K. WARRANTY.

Performing Agency warrants that all services, deliverables and work done under this Contract will be completed in a manner consistent with generally accepted standards in the applicable trade, profession, or industry and conform to or exceed the specifications set forth in the Contract and be fit for ordinary use, of good quality, and contain no material defects.

L. REPORT OF WASTE, FRAUD OR ABUSE.

If the Performing Agency suspects fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately contact both the Texas HHSC Office of the Inspector General at 1-800-436-6184 and the Texas State Auditor's Office at <https://sao.fraud.texas.gov/ReportFraud/>.

M. CULTURAL COMPETENCE.

1. Performing Agency will make reasonable efforts to provide services that meet each client's individual needs and takes into consideration the intellectual functioning, literacy, level of education and comprehension ability of each client in order to ensure that all information is presented in a way that meets each client's individual needs.
2. Performing Agency will provide services in the client's primary language either directly by Performing Agency or by a DFPS approved translator.
3. Performing Agency will have a cultural competence mission statement, core values or other similar guidance that provides how the Performing Agency will effectively provide these services to clients of various cultures, races, ethnic backgrounds and religions in a manner that recognizes and affirms the client's worth, protects and preserves the client's dignity and ensures equity of service delivery.

ATTACHMENT D
DFPS INTERAGENCY & INTERLOCAL
SUPPLEMENTAL & SPECIAL CONDITIONS

SECTION I
SUPPLEMENTAL CONDITIONS

There are no Supplemental Conditions that modify the DFPS Uniform Terms and Conditions.

SECTION II
SPECIAL CONDITIONS

In addition to the DFPS Uniform Terms and Conditions, the Performing Agency agrees to comply with the following DFPS Interagency & Interlocal Special Conditions.

A. PAYMENTS UNDER STATE PLANS APPROVED UNDER TITLE IV-E AND TANF.

As applicable, Performing Agencies must seek payment or adjustment to payments in accordance with the time limit specified in 45 Code of Federal Regulations (CFR) 95.1 that provides a two-year (eight quarter) time limit for a State to claim Federal financial participation in expenditures under State plans approved under Title IV-E and Temporary Assistance for Needy Families (TANF).

Any invoice or amended invoice, that is submitted to DFPS later than seven quarters after the end of the quarter of the expense will not be processed unless DFPS determines that submission for payment of the bill to the federal government can be executed within the time limits provided in the CFR.

B. BACKGROUND HISTORY CHECKS - DISALLOWANCE OF TITLE IV-E FUNDS.

If this contract is funded in part or whole by Title IV-E Funds, then during a federal audit, if there is a finding that Performing Agency has not performed required Checks within the timeframes required by the Contract, this finding can result in a disallowance of Title IV-E funds claimed on behalf of the client. In addition to any other remedy under this Contract, DFPS can require the Performing Agency to reimburse DFPS for such disallowances, including disallowed costs related to foster care maintenance payments, administrative costs and interest.

C. REPORTING ABUSE, NEGLECT, OR EXPLOITATION.

Performing Agency will report any suspected case of abuse, neglect, or exploitation to the appropriate authority as required by the Texas Family Code Chapter 261. All reports must be made within 24 hours of the discovery of the suspected abuse, neglect, or exploitation.

ATTACHMENT D
DFPS INTERAGENCY & INTERLOCAL
SUPPLEMENTAL & SPECIAL CONDITIONS

D. SUBCONTRACTING.

As applicable under the Contract, Performing Agency will comply will comply with the following.

1. Performing Agency will be responsible to DFPS for any subcontractor's performance under this Contract. Subcontractors providing services under the Contract will meet the same requirements and level of experience as required of Performing Agency.
2. No subcontract under the Contract will relieve Performing Agency of responsibility for ensuring the requested services are provided.
3. Performing Agency will provide DFPS its proposed subcontractors.
4. Subcontracting will be solely at Performing Agency's expense.
5. DFPS retains the right to check subcontractor's background and approve or reject the use of submitted subcontractors.
6. Performing Agency will be the sole contact for DFPS and Performing Agency will list a designated point of contact for all DFPS inquiries.
7. Performing Agency will include a term in all subcontracts that incorporates this Contract by reference and binds subcontractors to all the requirements, terms, and conditions of this Contract related to the service being provided by the subcontractor, as well as explicitly hold that this Contract controls in the event of any conflict with subcontract. DFPS approval of Performing Agency's use of any subcontractor is conditioned upon the extent that any subcontract does not conflict with any requirements of the Contract between DFPS and Performing Agency.
8. Payments to subcontractors will be made pursuant to the Texas Prompt Payment Act (Texas Government Code Chapter 2251).

E. INFORMATION SECURITY REQUIREMENTS.

Performing Agency must comply with the following:

1. The DFPS IT Security Policy located at:
https://www.dfps.state.tx.us/PCS/About_PCS/documents/Contractor_Information_Security.pdf
2. Upon reasonable notice, Performing Agency must provide, and cause its subcontractors and agents to provide, DFPS or its designee, prompt, reasonable, and adequate access to any information security records, books, documents, and papers that are directly pertinent to the performance of the Contract including, but not limited to:
 - a. Performing Agency information security policies, procedures, standards, guidelines;
 - b. Performing Agency security violation reports;
 - c. Performing Agency employee security acknowledgement agreements; and
 - d. Lists of Performing Agency's employees, subcontractors, and agents with authorized access to DFPS confidential information.

ATTACHMENT D
DFPS INTERAGENCY & INTERLOCAL
SUPPLEMENTAL & SPECIAL CONDITIONS

3. The information in Subsection 2 above is subject to DFPS' review and approval. Neither DFPS' review or approval, nor its failure to review or approve, will relieve, waive, or satisfy any of Performing Agency's obligations under this Contract.
4. Performing Agency will provide, and will cause its subcontractors and agents to provide, to DFPS, upon reasonable notice, written certifications of compliance with controls and provisions relating to information security, including but not limited to, those related to confidential data transfers and the handling and disposal of Personally Identifiable Information (PII). Acceptable forms of written compliance may be, but are not limited to:
 - a. The American Institute of Certified Public Accountants' Statement on Standards of Attestation Engagements 18 ("SSAE 18") or similar subsequent report;
 - b. General Security Controls Audit;
 - c. Application Controls Audit;
 - d. Vulnerability Assessment; and
 - e. Network/Systems Penetration Test.

F. REMOVAL OF ACCESS.

Performing Agency will immediately remove access capabilities to any DFPS automated/internet-based application(s), or immediately notify DFPS that access to such applications needs to be terminated for an employee, subcontractor, or volunteer whose employment, subcontract, or volunteer term with Performing Agency has ended for any reason.

Attachment E

Performance Measures FY19 Contract Renewals

Forensic Assessment Centers Network (FACN) Contract

Goal: To create resources to improve the Child Protective Services (CPS) Division and the Child Care Licensing (CCL) Division of DFPS access to medical professionals that have expertise in the diagnosis of child abuse or neglect in order to support DFPS staff in making decisions relating to the presence/absence of child abuse/neglect during CPS and CCL investigations

Outcome # 1: Authorized services provided by the Contractor meet Caseworkers' expectations.

Performance Period: Contractor performance for this outcome is determined for one or more of the following performance periods, wholly or partially, depending on the contract start and end dates: September 1 through November 30, December 1 through February 28/29, March 1 through May 31, and June 1 through August 31.

Indicator: Percent of aggregated favorable responses made to items which measure satisfaction in the Caseworker Satisfaction Survey Questionnaires

Target: At least 90%

Purpose: To evaluate the Contractor's overall quality of work, as perceived by CPS Caseworkers

Data Source: Aggregated results reported by Contractor to DFPS from the Caseworker Satisfaction Survey Questionnaires distributed, collected, and compiled by Contractor

Methodology: The numerator is the aggregate number of favorable responses to items which measure satisfaction in the Caseworker Satisfaction Survey Questionnaires, collected for services provided during the performance period. The denominator is the aggregate number of all responses to items which measure satisfaction in the Caseworker Satisfaction Survey Questionnaires, collected for services provided during the performance period. A response of "Not Applicable" (NA) or an item with no response is excluded from the denominator. The numerator is divided by the denominator, multiplied by 100, and stated as a percentage.

Outcome # 2: Face-to-Face Training provided by the Contractor meets Participants' expectations.

Performance Period: Contractor performance for this outcome is determined for one or more of the following performance periods, wholly or partially, depending on the contract start and end dates: September 1 through November 30, December 1 through February 28/29, March 1 through May 31, June 1 through August 31.

Indicator: Percent of aggregated favorable responses made to items in the Training Evaluations

Outcome Target: At least 90%

Purpose: To evaluate the Contractor's overall quality of service, as perceived by Participants.

Data Source: Aggregated results reported by Contractor to DFPS from the Training Evaluation Forms distributed, collected, and compiled by the Contractor

Methodology: The numerator is the aggregate number of favorable responses to items in the Training Evaluations collected for Face-to-Face Trainings provided during the performance period. The denominator is the aggregate number of all responses to all items in the Training Evaluations collected for Face-to-Face Trainings provided during the performance period. A response of "Not Applicable" (NA) or an item with no response is excluded from the denominator. Divide the numerator by the denominator, multiply by 100, and state as a percentage.

Outcome # 3: Yearly DFPS CPS Nurse Consultant Training provided by the Contractor meets Participants' expectations.

Performance Period: Contractor performance for this outcome is determined annually according to the date of the yearly training.

Indicator: Percent of aggregated favorable responses made to items in the Training Evaluation Forms

Outcome Target: At least 90%

Purpose: To evaluate the Contractor's overall quality of service, as perceived by Participants

Data Source: Training Evaluations distributed, collected, and compiled by the Contractor, and reported to DFPS

Methodology: The numerator is the aggregate number of favorable responses to items in the Training Evaluations collected for Nurse Consultant Trainings provided during the performance period. The denominator is the aggregate number of all responses to all items in the Training Evaluations collected for Nurse Consultant Trainings provided during the performance period. A response of "Not Applicable" (NA) or an item with no response is excluded from the denominator. Divide the numerator by the denominator, multiply by 100, and state as a percentage.

Performance Measure Reporting (NOTE: The directions below are only for the collection and reporting of Performance Measure data, and do not replace or supersede directions for reporting to CPS Program elsewhere in this contract.)

The Contractor will be responsible for supporting the collection of performance measure data. The Contractor shall:

1. Distribute a Caseworker Satisfaction Survey Questionnaire to a minimum of 30 CPS Caseworkers who requested services during the performance period. If there were fewer than 30 Caseworkers requesting services during the performance period, then all Caseworkers requesting services during the performance period will be surveyed.
2. Tally and report the aggregated number of Caseworker Satisfaction Survey Questionnaire responses to all items in the survey which measure satisfaction, subtracting blank and Not Applicable (NA) responses from the total. *Example: If the Survey has 8 questions but only 6 measure satisfaction and 13 surveys were collected, the total possible responses would be 78 (6X13). If there were 19 NA responses and 6 blanks in the 13 surveys, the aggregate number of responses would be 53 (78-19-6 = 53).*

NOTE: Any changes to the questions in the Caseworker Satisfaction Survey Questionnaire must be approved by DFPS.

3. Tally and report the aggregated number of responses from # 2 that were favorable.
4. Distribute, collect, compile, and report training effectiveness data.
 - a. The same Training Evaluation (see attachment) will be used for all the types of training: Face-to-Face and Nurse Consultant. The Training Evaluation is to be distributed to participants at the end of a Face-to-Face Training or Nurse Consultant Training. The Training Evaluation should be filled out by the Contractor before distribution with the name of the facilitator, the name of the training, and the date of distribution. Completion of the form is voluntary, and participants should not be required to give their names.
 - b. Data will be reported to DFPS using the attached Reporting Form. Data for each type of training (Face-to-Face and Nurse Consultant) will be compiled and reported separately. Nurse Consultant Training, which is annual, will be reported with the other types of training during the Reporting Period (see Table below) immediately following the month that training was provided.
 - c. Tally and report the aggregate number of responses to the Training Evaluations for each type of training. *Example: If the Training Evaluation has 15 possible responses and if 10 Training Evaluations for a particular type of training were collected, there would be 150 possible responses (15X10 = 150). If there were 10 blanks and 8 NA responses, the aggregated number of responses would be 132 (150-10-8=132).*
 - d. Tally and report the aggregated favorable responses.

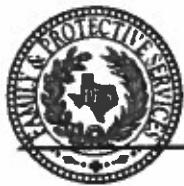
Note: Although the Contractor may gather specific course-content information in the Training Evaluation, ONLY aggregate data is reported to DFPS in the Reporting Form.

5. Keep all Caseworker Satisfaction Survey Questionnaires and Training Evaluation received on file and available to DFPS upon request for a minimum of five (5) years as noted in this contract. Documentation must be maintained for each Performance Period consisting of copies of the dated Caseworker Satisfaction Survey Questionnaires and Training Evaluations and a copy of the performance results which were reported to DFPS Contract Performance. (Neither the original nor copies of the Caseworker Satisfaction Survey Questionnaires nor the Training Evaluations should be sent to DFPS, unless requested by DFPS.)
6. Comply with report date time frames. Performance Measure reporting is due to Contract Performance within 30 days following the end of each Performance Period in accordance with the table below.

Performance Period	Time Included	Report due between dates shown but no later than the last day indicated per Performance Period
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First Quarter	Sept, Oct, Nov	December 1 - 30
Second Quarter	Dec, Jan, Feb	March 1 - 30
Third Quarter	Mar, Apr, May	June 1 - 30
Fourth Quarter	Jun, Jul, Aug	September 1- 30

Report Performance Measure data via email to Contract Performance: ContractPerformance@dfps.state.tx.us



Forensic Medical Assessment Network (FACN)

CONTRACT PERFORMANCE MEASURES DATA REPORTING FORM CHILD PROTECTIVE SERVICES - PURCHASED CLIENT SERVICES

Purpose: The purpose of the FACN Contract Performance Measures Data Reporting form is to collect Performance Measure Data.

Instructions: Enter the requested information and complete all identifying information. Submit the completed form to DFPS in accordance with the following schedule:

Performance Period	Time Included	Report due by
First Quarter	Sept, Oct, Nov	December 30
Second Quarter	Dec, Jan, Feb	March 30
Third Quarter	Mar, Apr, May	June 30
Fourth Quarter	Jun, Jul, Aug	Sept 30

Send the completed form to DFPS Contract Performance Division via e-mail as follows:

E-mail: ContractPerformance@dfps.state.tx.us

Contractor Information	
Contractor Name:	
DFPS Contract Number:	
Performance Period Being Reported:	Date Reported
Name of Person Completing Form:	
Telephone Number of Person Completing Form:	E-mail Address of Person Completing Form:

**Enter Data
below:**

1. Count the number of items in the Caseworker Satisfaction Survey Questionnaire (Questionnaire) that measure satisfaction with the services provided by Contractor. Multiply that by the total number of Questionnaires collected for services provided during the Performance Period (quarter). Subtract blank or NA responses from the total. Enter the result in Box 1 (aggregated number of responses).

2. Enter the aggregate (combined total) number of responses reported in Box 1 that were favorable.

3. For Face-to-Face Training: Enter the aggregate (combined total) number of responses to all items in the Training Evaluation Forms collected for Face-to-Face Trainings conducted during the Performance Period. Subtract blank and NA responses from the total. Enter that result in Box 3. If no Face-to-Face Training was conducted during the Performance Period, enter zeros (0) in Boxes 3 and 4.

4. For Face-to-Face Training: Enter the aggregate (combined total) number of responses reported in Box C that were favorable.

5. For Nurse Consultant Training: Enter the aggregate (combined total) number of responses to all items in the Training Evaluation Forms (excluding NA and blank responses) collected during the Performance Period (yearly). If Nurse Consultant Training was not provided during the Performance Period, enter zeros (0) in Boxes 7 and 8.

6. For Nurse Consultant Training: Enter the aggregate (combined total) number of responses reported in Box G that were favorable.



FORENSIC MEDICAL ASSESSMENT TRAINING EVALUATION
CHILD PROTECTIVE SERVICES - PURCHASED CLIENT SERVICES

Course: Face-to-Face _____ Nurse Consultant _____

Trainer(s): _____

Date: _____

Your name (Optional): _____

Instructions: Please put an X in the box that best describes how you feel about the statement. For example, if you "strongly agree" with the first statement, put an X in the first column, and so on. If none of the answers describes your feelings, put an X in the NA column.

1. COURSE MATERIALS AND PRESENTATION

	Strongly Agree	Agree	Disagree	Strongly Disagree	NA
1. The organization of the course content satisfied my expectations.					
2. The reading materials provided enhanced the course content.					
3. The curriculum examples, activities, or demonstrations helped me to learn.					
4. The audio/visual aids (overheads, flipcharts, videos, music, etc.) supported the course content.					
5. The time frame for this course was satisfactory to support the content presented.					
6. The training environment enhanced my ability to learn.					

Comment/Examples:

2. TRAINER

	Strongly Agree	Agree	Disagree	Strongly Disagree	NA
7. The trainer(s) seemed knowledgeable about the content presented.					
8. The trainer(s) conveyed the course content in a clear and effective manner.					
9. The trainer(s) maintained an appropriate pace in presentation of course content and activities.					

10. The trainer(s) effectively managed group discussions and activities.					
11. The trainer(s) used a variety of training methods to present and support the course content.					
12. The trainer(s) encouraged participation, provided clear feedback, and summarized the main discussion points.					

Comment/Examples:

3. APPLICATION OF COURSE CONTENT

	Strongly Agree	Agree	Disagree	Strongly Disagree	NA
13. The course improved my skills and knowledge.					
14. The content presented in this course will help me do my job.					

Comment/Examples:

4. OVERALL SATISFACTION

	Strongly Agree	Agree	Disagree	Strongly Disagree	NA
15. Overall, the course met my expectations.					

Comment/Examples:



FORENSIC MEDICAL ASSESSMENT TRAINING EVALUATION
CHILD PROTECTIVE SERVICES - PURCHASED CLIENT SERVICES

Course: Face-to-Face _____ Nurse Consultant _____

Trainer(s): _____

Date: _____

Your name (Optional): _____

Instructions: Please put an X in the box that best describes how you feel about the statement. For example, if you "strongly agree" with the first statement, put an X in the first column, and so on. If none of the answers describes your feelings, put an X in the NA column.

I. COURSE MATERIALS AND PRESENTATION

	Strongly Agree	Agree	Disagree	Strongly Disagree	NA
1. The organization of the course content satisfied my expectations.					
2. The reading materials provided enhanced the course content.					
3. The curriculum examples, activities, or demonstrations helped me to learn.					
4. The audio/visual aids (overheads, flipcharts, videos, music, etc.) supported the course content.					
5. The time frame for this course was satisfactory to support the content presented.					
6. The training environment enhanced my ability to learn.					

Comment/Examples:

2. TRAINER

	Strongly Agree	Agree	Disagree	Strongly Disagree	NA
7. The trainer(s) seemed knowledgeable about the content presented.					
8. The trainer(s) conveyed the course content in a clear and effective manner.					
9. The trainer(s) maintained an appropriate pace in presentation of course content and activities.					

10. The trainer(s) effectively managed group discussions and activities.					
11. The trainer(s) used a variety of training methods to present and support the course content.					
12. The trainer(s) encouraged participation, provided clear feedback, and summarized the main discussion points.					

Comment/Examples:

3. APPLICATION OF COURSE CONTENT

	Strongly Agree	Agree	Disagree	Strongly Disagree	NA
13. The course improved my skills and knowledge.					
14. The content presented in this course will help me do my job.					

Comment/Examples:

4. OVERALL SATISFACTION

	Strongly Agree	Agree	Disagree	Strongly Disagree	NA
15. Overall, the course met my expectations.					

Comment/Examples:
